THE CITY IS NOT BOUND

By Its Present Contract with the Electric Light Company.

THE OPINION OF THE CITY ATTORNEY

He Cites Authorities to Show tha There Is No Obstacle to the City Operating Its Light Plant.

The following is the full text of the opinion of City Attorney Stewart, now or Me, upon the city's liability upon the pres ent contract with the Citizens' Electric Light company:

To the Honorable City Council of the City of Houston.

Houston, Texas, May 30.—Gentlemen: In compliance with the request of Alderman Dickron I herewith submit my opinion on the now much talked of Chestica as to the right of the city of question as to the right of the city of Houston to build its own electric light plant, and its right to rouse to com-ply with the terms of the present contract with the Citizens' Electric Light company to furnish lights to the city for a period of ten years, beginning on June 11, 1891. This is a matter of serious financial importance, because if the city would be compelled to carry out its contract with the electric light. out its contract with the electric light company, amounting now to nearly \$25,000, and increasing to \$40,000 a year in all probability before the period of the contract would expire, the building of the plant would be a useless ex-penditure of money, and one that the city could III afford in its present

city could ill afford in its present financial condition.

However, I do not think that there can be any denger of the city being compelled to comply with the terms of this contract. Before the proposition to issue bonds was submitted to the axapayers. I gave my opinion that that the city of Houston would not be pany. At the time I so advised the council I was well aware of the gravity of the situation and the disastrous re-sults which would follow if the city would be forced to comply with the terms of the contract made with the electric light company, and I did not advise the council better I had investigated the authorities and convisced myself that the city could not be com-pelled to comply with the terms of the contract with the electric light com-pany. I did not give a full written orange, because I doubted the policy of rendering a public opinion showing your legal position to a matter about which in all probability there will be a litigation.

The contract reads as follows: The contract reads as follows:
This contract, made this lith lay of
June A, D, 1894, by and between the
city of Houston, Harris county Texas,
hereinafter called the city and the
Citizens' Electric Light and Power
property of Houston, Texas, herein
after called the company, witnesseth:
That the said company for the consideration hereinefter named between
contracts and agrees to furnish the city
of Houston such number of electric

of Houston such number of electricate lembs of 2000 standard caselly power each, as the said city may from time to time require. The same to be lacated as the city may direct, at the com-pany's expense. To be lighted on the present lighting schedule, differer min-utes before dark until davight the following morning, each and every night of the year during the term of this contract. In consideration of the foregoing said

eity contracts and agrees to pay the said company the sum of \$120 per light per annum, payable in monthly install-ments immediately following each ments immediately following each reonth of service. This contract to be for the term of ten years from the lith day of June A. D. 1894.

Witness our hands and scale this

th day of June, 1891. Signed by the mayor and elty secretary with scal attached, and by the Citizens' Electric Light and Power Citizens' Electric Light and Power company with seal attached.

In regard to this contract persons, even some members of the legal prohave been led nettay struing this contract just the same as they would one between private in-dividuals, whereas, as this is a contract made with a municipal corpor ation a different rule governing same would hold.

same would hold.

In the first place, I believe our State authorities hold that our council has not the authority to make a contract for lighting the city for a period of a number of years so as to humper succeeding councils in carrying sout the expressed will of the inhabitants of the marketable. of the municipality as to different and to them a better mode of supplying lights to the city.

know that some authorities hold to

I know that some authorities hold to the contract, but I follow the authori-ties laid down in our Texas reports. The leading authority on this authorit is the case of the City of Brenham vs. Brenham Water Company, 6: Texas, 542. In this case, after reviewing many suphorities con-642 In this case, sittle reviewing many authorities on the subject, the court makes use of the following very per-tinent language: "Municipal officers hold but for short terms and the very loss which short terms of of purpose for which short terms of or-fice and frequent elections are re-quired, is to leave the control of muquired, is to leave the control of mu-nicipal affairs as near as may be in the hands of the people; to make the mu-nicipal administration reflect as near as may be the will of the public. The reasons but emphasize the necessity for denying to a city council or other governing body the power, by control or otherwise, to disable or hinder from time to time the full and free exer-cise of any power, legislature in its character, which the legislature has deemed proper to confer upon such corporation."

corporation."

This language is clear, emphatic and admits of no doubt applying it to the facts before us, and can any one say that the former council, by its ten years contract with the electric light company, could hinder and thwart the of the people in its desire to maintain and operate its own electric light

and operate its own electric light plant?

In the above case the city of Brenham made a contract with the Brenham made a contract with the Brenham water company for supplying the city of Brenham with water for a pariod of twenty-five years, and our supreme court held that the city council of the city of Brenham had no such power and that the contract was void. The facts in this case should apply with equal force to the present contract with the electric light company.

That eminent and high authority on municipal law, Judge John F. Dillon, in his work on "Municipal Corporations," page 97, says: "Powers are conferred on municipal corporations," page 97, says: "Powers are conferred on municipal corporations for public purposes, and as their powers can not be delegated, so they can not be bargained or bartered away, fach corporations may make suthorized contracts, but they have no powers a party, to make contracts or pass they which shall code away, contracts of the powers of the state of the shall code away.

ciaim under its charter contracted with the city of Chicago to supply it with gas for the patter of ten years. The power of the city to buy gas under its charter was as full as is the power of the city of brenham to contract for a water supply, and it was held that the city had no power to contract for an long had no power to con-

tract for so long a term.
In disposing of the case it was said.
"The officers of the city—the members of the council-are trustees of the public. There can be no doubt that the right to regulate the lighting of the streets and to furnish means for in-same by taxation, is, in its nature, legislative power. It concerns the whole public of the city. The effect of the contract in question, by the city authorities in October, 1865, if valid, was to bind their successors for ten years as to those matters of legislation. If it he conceded that the power existed, as claimed, then it practially follows that at the end of the term in 1879, a contract may be made by their successors without limit and which may bind the public indefinitely. I am unwilling to sanction a principle which, in a case like this, would lead to such results. The safer rule is to hold the officers of a municipality to a rigid ac officers of a municipality to a rigid accountability in the discharge of their
trust. In all cases of contract to run
for years the authority to make then
should be clear, because they involve
pacuniary liability, and it is a tax
upon future property owners." The
principles asserted in the case of Canal
Company vs. St. Louis, 2 Dillon, 84,
lead to the same result.
Another fact, the chatter of the city

Another fact, the charter of the city of Hauston in effect at the time the contract was made with the Citizens' Electric Light company contained this provision, relating to the power of the city to provide for lighting the streets, to wit: "To provide for lighting the streets by gas, electricity or other means, and for this purpose may establish gas works or electricity works for the manufacture of gas or electricity. for the use of the city and the inhabitants thereof at cost price." It will be noticed from the above that at the time notices from the doore that at the time the contract was made the legislature provided that the city could establish the own electric light works. Since then by any of the last legislature the city is given the power to establish and maintain its own electric light plant, and manner of cetablishing said plant is provided for, it can hardly be said that the former council could bind the city and protent legislative course thereof. The authorities are that one thereof. The authorities are that one council has no such authority. (Rightened Council Council Company to Middle town, 55 New York, 331, Waso In the case of the City of Austin va.

Nalle, \$5 Trans, 530 the question was raised whether or not the city of Austhe could provide other means for one telling water other than that made by the rity with the water works company, and our supreme court says. The argument comes down to this, that whenever a city has made a constraint with a recursing to supply if with the successary water and lights, terminable it may be at the attempt to procure water and light by other means is ultra vives and void. Such an argument can not be main-

secondly, the contract is not blocked on the city because it is exclusive in its nature and in the light of our decisions a froncepoly end word. In the above cited case of the City of Brencam va-Water Commany it was held that a con-tract to furnish the city with water-for twenty-five years was in the na-ture of a monopoly and work, that a contract peed not continue in i-finitely of time. The language of the contract between the city and the electric light company is 'That the said company, for the consideration hereinafter named. hereby contracts and agrees to figuresh the city of Houston such number of electric arc lamps of 2000 candie power se the said city may from time to

It not only endeavors to bind the city for all lights that are needed as the time of the maidon of the contract but for all tuture time until the expiration

the contract was rimply to furnish. If the contract was rimply to furnist a given number of limits each year to the city, it may be said that the contract was not exclusive, as it did not prevent the city from chalating lights from any other source. (When Water Works Company vs. City of Water, 27 S. W. Rep., 675.) But in this contract, the city obligated to take all the light that it may from time to time require from the said electric light company, and under the strict terms and letter of this contract the city of Houston could end under the strict terms and letter of this contract the city of Houston could not provide light from any other source than that furnished by the Citizent Electric Light company until the expiration of its contract. A municipal corporation in this State can not be bound by such a contract. (Brenham vs. Water Company, 67 Texas, 544, City of Austin vs. Nelle, 81 Texas, 548, Airelt vs. the City of San Antonio, 81 Texas, 438, 3 If the above interpretation of the cortract is not a correct one and the city is not required under its terms to take all electric are lights from the Citizens Electric Light company and from no other during the period of and from no other during the period of the contract, then, as no number is placed to the lights that the city ob-ligates inself to take, it could ask the electric light company to fermish it with only one light each year and ful-till the terms.

with only one light each year and fulfill the terms of the contract.

Thirdly: Under the terms of the charter now in force, and it would seem under the terms of the charter in force at the time of the making of the contract, it is required that a contract of this nature should be authorized by ordinance, and this was adopted and passed upon simply by a motion of the city council, and would not be binding on the city. (Noel vs. City of San Antonio, 33 S. W. Rep., 263.)

Fourthly: Outside of the law of the case, the electric light company agrees to furnish electric are lamps of 2000 etandard power cach. Has it done to, or is it able to do so?

I can cite numerous other authorities

or is it able to do so?

I can cite numerous other authorities which hear cut the above propositions, but I believe I have cited enough to justify me in the legal position taken. I give it as my opinion that the contract made by the city of licuston with the Citizens' Electric Light company on June 11, 1834, is not binding on the city. Respectfully submitted.

John S. Stewart, City Attorney.

Y. M. C. A. MATTERS.

An Interest Being Taken in Military
Mniters.

There will be held this effernoon at 4

o'clock in the parlors of the association the regular monthly business meeting of the Ladies Auxillary.

At the meeting of the association Sun-At the meeting of the association Sun- Colonel Wm. P. Gaines of Austin is at the from two young men now in Camp Coppinger, near Mobile. Mr. Edward Smith the Bristol.

Mr. R. A. Shapard of Velasco is registered at the Hutchin.

Mr. J. L. Wilberger and family of Bastrop are at the Capitol.

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Capitain A. L. Steele, T. U. Lubbock, S. S. Ashe, W. D. Cleveland, W. R. Webb, W. C. Moore and B. F. Weems left last night

Young Men's Christian Association boy who broke the record in awimming at Austin.

It will be interesting to know that the international committee of the Young Men's Christian Association in New York City have, through the war department at Washington, made arrangements for doing a great work among the army. They have provided large and commodious tents with a competent secretary, provided with equipment which will enable him to furnish a long felt need in army life.

The tents will be equipped to offer the soldiers a reading room with the daily papers, magezines and other reading matter games of skill and recreative sports; facilities for correspondence, entertainments, music, music meetings, and as many other succial and religious privilege as pessible, the aim being to make these places of resort homelike and aitractive to the men and surround them with wholesome. of resert homelike and attractive to the Mrs. T. S. Biles and Miss Adein Goring men and surround them with wholesome of Lake Charles are registered at the Hutchins.

nd uplifting influences.

Perovision and authorization have been secured from the officials at Washington.

A. Paulua of Halletsville were in the city per period of the city period of not designed to stop with the war, but to be hereafter permanent work in the regular army.

Mrs. Ben Parker returned from Tempts yesterday after an absence of two weeks with her mother.

LAST LEGAL RESORT.

UNITED STATES SUPREME COURT DECIDED AGAINST TINSLEY.

Who Has Been in Jail for Contempt Since 1897-History of the Case.

Measure. Ewing & Ring yesterday afternoon received a telegram from the clerk of
the United States supreme court, reading:
"Orders of circuit court and court of crimlimit appeals to Thanker and the crime to t

Inal appeals in Tinsley cases affirmed."

It will be remembered that when Captain William Christian was appointed receiver for Glenwood cemetery the court discount of the court ceiver for Gienwood cemetery the court direceied Thomas Tinsley, who was the
court's president, to turn over all the corporation's president, to turn over all the corporation's preparity to the receiver. Uson
complaint by the receiver that Tinsley and
refused to comply with the order as to certain items of property. Tinsley was ordered by the court, Judge John G. Ted presiding, to show cause why he should not
comply and be punished for his contempt
in disobeying the order. The proceeding the for his contempt and turn aver to the foreiver the company's minute book and certain of its noise which he held, and has a trust fund of \$192.50, and that he had committed to fall until compliance.

This was on February 5, 1857, since which sited in an order that Tinaley pay 1100

This was on February 6, 1897, since which time Tinsley has preferred to remain in pail rather than comply.

He applied for a writ of habeas corpus to the court of criminal appeals, which was granted but, upon hearing, he was respected to prison.

Note and Linda Holden. mer visiting friends. She is accompanied by Mrs. E. G. Holden and the Misses Halle, Nama and Linda Holden. manded to prison.

He then applied to the Taxas supreme cours for the writ, but that court declined.

He then made application to Judge David E. Bryant of the United States district ours, who granted the writ, but, on hear

ng, remanded the prisoner to the custody the sheriff. He then applied for relief to the United States court of appeals at New Orleans, but that court declined to interfere.

He then sought, during the vacation of he Federal supreme court, to get a supar-eleus from one of the justices of that urt, but this was refused.

The next step was a writ of error and ap-eal to the United States supreme cour; to view the orders of the court of criminal appears and of Judge Bryant. The cases were argued before the United States su-prime court on May 6 last by Mr. James L.

The Ladies' Auxiliary of the Sharks club

The committees baying in charge the sot-

are benefit concert were husly engaged yes-relay in the different details of the work.

Purglars despoiled the residence of Mr. and Mrs. Gustav A. Reinhardt, 110d Waverly street, of \$150 at an early hour yesterday

The funeral of Louis Petit, who died at St. seph's infirmary Monday night, look pines strictly, the remains being interred in the fluid cometery.

PERSONAL MENTION.

Mr. R. H. Baker of Austin is at the Capt-

Mr. A. R. Scott of Louisville, Ky., 1s at

bandler at 3 p. m. today.

more courts on this side of the waters to which he may appeal.

Aglaia Miss Louise Smith amila Miss Laura Franklin uphrosyne Miss Mildred Howard The three fates: I amila . dustice Hill united Wm. Louch and Miss S. H. Robinson in marriage Monday sight. The Acme bundry, on Preston arraus, notifed a United States flag over its building restorday.

Clotho Miss Henrietta McGowan Luchesia Miss Nellie Mather There is an undelivered telegram at the Approduc, love Miss Edith Mu. Wistern Union telegraph office for B. F. Wil- Mucmosyne, the mother of the muse. Miss Lou Ella Friedenhaus

Mr. G. D. Thomas, paying teller at House's

CLASS DAY EXERCISES To Be Held Today at the High School

Hephacatus, the sculptor Mr. Sam Swinford Frometheus, "Forethought," the bene-factor Mass Etta Grimes Epimetheus, "Afterthought," brother of Frometheus

norning from 9 to 11 o clock

The nine muses:
Clio Miss Mary Waterman
Calliene Miss Mahle Sedion
Enterpe Miss Marion Walker Melpomene Miss Annie Dissen Erato Miss Bertha Schoverling Polybyunia Miss Susie Edmonds The South Texas Positry and Pet Stock as-societion will hold a regular meeting tonight at its hall over Browne & Mellinger's store Triana Miss Hulda Still
Thalia Miss Nettie Lockart
Terrisichore Miss Lizzle Dwyer
Epilogue Mr. Norman Robertson
Class song. (Words by Miss Bentrice
Moskowitz, music by Mr. Aldridge Kidd.)
Prologue vynepsis The pay roll of the police department for May was sent to the city treasurer yesterday for use in paying wages for May, and amounts The Emmet Rides have been sent a lot of medicine by the Abbatt Cockrell drug store, and no doubt the useful glift will be duly ap-Prologue syncpais:

Prologue synepsis:
Act. I. The workshop of Hephaestus,
Music by High School Orchestra.
Act. 2. The tower of Promethous:
Music, Miss Lydia Ebdon.
Act. 3. The house of Epimetheus,
Music by High School Orchestra.

Act 4. The temptation. Music, Miss Mabel Sweet. Repentance Epilogue

DEATH OF AUG. OESTERLIND.

levitations hav been sent the mayor and aldernien to attend the high school closing excretise and the hop to be given by the junior to life graduating class.

The kindergarten and primary school of Markathan and primary school of the kindergarten lawn, ceraier of Silver and Decalur streets, on Friday evening. President of the Scandinavian So-ciety—A Carpenter by Trade. August Oesterlind, president of the

Rev. D. H. Hotchkiss amounces that there will be no mildweck prayer meeting at the Taberpacie church tonight, in order that all may attend the Crittenton meeting at Market half.

Scandinavian society of this city and a member of the local Carpenters' union, died at the Housion infirmary at 12:35 o'clock yesterday afternoon. At an early hour yesterday afternoon. The El Paso company of immunes, eighty members all told, passed through the city lest night to join the Galvesten regument white here they took supper at the Lawlor hotel and exhibited much estimates over the reports that promise to soon send them to the frent.

The funeral of the late H. Fiecater lock place yeaterday afternoon from his late residence. Int? Crockett stroot, and a large number of serrowing friends fellow eit the remains to the German venesery, where the internest took place under the supervision of the internest took place under the supervision of the following for a grand elebration of the Fourth of July med last might to receive reports. It was reported that Forest park had been secured for the occasion. Messrs. Tim O'Connor. Tom Cround, Jr. and S. A. Buckley were appointed an auditing committee, and Mr. Tom O'Leary a committee on music.

Mr. A. P. Roberdeau of this city is to receive a letter from his brother. Captain Roser C. Roberdeau of the field in the bays greatly enjoyed the nice lunches given by the laddes of Houston, and it fell to his lot to receive one of the bays send by sincert thanks, with the assurance that it was his bity appreciated and ample justice done its contents.

Mr. R. H. Robert M. BENTION.

At the Harden of Herman Herman of the city is to receive to indicate subcidal intentions, and it fell to his lot to receive one of the bays send by sincert thanks, with the assurance that it was his bity appreciated and ample justice done its contents.

Mr. R. H. Robert M. BENTION.

The Living Flags.

The committee having in charge the Fifth ward entertainment called "The Living Fiags," have decided to give the performance two nights. Tickets for the first formance two nights. Tickets for the first night's entertainment, next Tuesday, June 7, have been selling so rapidly that the ladies feel sure that its repetition will be likewise successful. There will be an entire change of programme the second night. From the proceeds of the second performance a beautiful battle flag will be perchased and presented to the Massie Rifles. There are 200 young ladies to take part in "The Living Flags," and it promises to

be one of the most unique entertainment ever presented in Houston. The voting for the most popular young lady to present the Massie Riffes' flag will take place on the first night.

Building Permits.

The following building permits were issued yesterday from the office of the city engineer:

Jos Peralra, repairs to ouilding, Faunti and Prairie; \$10. George Eisee, addition to house, Itelman addition; \$125.

A. Levy, repairs to house, San Pelipe and Valentine; \$100.

They Quit Seiling Beer.

A note from Glovannie Picaro and J. Ingrando states that the Italian union of totall beer dealers held a meeting yes-terday and resolved to discontinue selling beer on account of the high price they are asked to pay the local breweries.

The Opening Concert.

The first concert of the series of summer her mother.

Miss Emily Beavens has returned from Sartartia and will remain here the balance of the summer.

Mr. Waddy Tate left last night on a trip night concerts for the season was given lest night at Turner Hall garden under very flattering auspices. Herb's Light Guard band furnished the music and gave most entertaining programme. that will carry him to Ningare at d New York before his return.

Captain and Mrs. McKenzie of the Salvation Army, left pesterday for Galveston, but will return tomerrow. Only one cent a word for Post "Want Ads." and still less if they run four times or over. Have you tried them? Nothing cheaper or more sure to bring results.

WOOTAN WELLS

Mr. J. K. Hexter and children of Victoria were at the Lawlor yesterday, and left last hight to visit friends in New Orleans.

Miss Alma Miller, daughter of Captain Charles Miller, has returned from Nachville, where she has been attending school. This health and pleasure resort is now wide open for reception of visitors. We have hotel and boarding houses with prices to suit all comers. Our excursion ticket is on sale on most of the railroads.

We are now boring an artsalan well with the hope of obtaining hot water.

A short visit to Wootan now will do anybody good. Wootan Wells Co.

MORE CUFF BUTTONS.

We have a new supply of Cuff Buttons for the benefit of our customers and friends who have not as yet received any. To be



Height 38 inches. Weight 50 Pounds.

MAJOR A. J. CRIOUI

the Smallest Perfect Man on Earth, will be in the Butterick Pattern Department taking subscriptions for Butterick's Delineator, commencing with Summer number. having 15 colored plates. Subscription price, the copy, or mailed to your address for \$1.00 per year. Reduced prices of Butterick's new patterns are 5c, 10c, 15c, 20c, 25c._

Specials.

Fancy Figured Dimity, nobby 38-inch Pancy Curtain Scrim 4e White Egyptian Dimity 41/2c All Lines Satin Table Damask 22e

Men's Night Shirts, fancy fronts, 52 inches long 48c Men's Soft Neglige Shirts. Cheviot and Percale 50c

Women's \$2.50 Beaded Strap Slippers\$2 00 50c quality White Summer Corsets 25c

\$1.00 quality Linen Crash Skirts 39c \$1.50 wide Brim Pancy Straw

Sailors 750 25c quality China Matting .. 15c 35c quality Japanese Matting 221/2c 75e quality Brussels Carpet., 60e Black and Colored Grenadine and Lace Pattern Imported Dresses at

William L. Foley,

Half Price.

214. 216. 218 Travis Street.

SCHEDULE -0F-

GALVESTON TRAINS G., H. & H. R. R.

LEAVE HOUSTON

5:40 a. m. 8:55 a. m. 4:45 p. m. 10:25 p. m.

I. & G. N. Depot Foot Cong. Ave E. M. BURKE

LIME, CEMENT, SAND, SEWER PIPE, ETC. Agent Royal Cement Plaster. 814 Commerce Ave. Telephone 73



Hurd's Fine Stationery-Past Recents MAIN BALDWIN'S



6c, 7c, 8c and 10 PER FOOT.

that can't be beat for the money in Houston. Lawn Sprinklers, Reels, Nozzles, etc., at lowest

Rubber Garden Hos

Bering=Cortes Hardware Comp'y

We Have Declared War

on a lot of Shoes in our store, and are going to fire them out regardless of cost.

The First Volley is a lot of Children's Sandals and Oxford Ties that formerly sold for \$1.50 and \$2.00. They're now..... 25c The Second Volley is a lot of Ladies' Oxfords and Sandals that

The Third Volley is a lot of Men's Tan Lace Shoes that were \$3.00, \$4.00 and \$5.00. They're now\$1.95

The sizes are broken, but the value is there; come and see if your size is, We will exchange any of these goods, but will not refund any money.

Achenbach & Schulte, 1103 Congress.

ANNOUNCEMENTS. FOR REPRESENTATIVE. The Post is authorized to announce Rockwell Hoskins of Cedar Bayou a candidate for the legislature, subject a the action of the democratic primaries. FOR DISTRICT ATTORNEY.

The Fost is authorized to announce J. T. Lea as a candidate for criminal district is torney for the district composed of Hars and Calveston counties, subject to the to FOR COUNTY CLERK. The Post is authorized to announce A.L. Consway as a candidate for county clerk subject to the action of the democratic day

The Post is authorized to announce Ed? Dupree as a candidate for re-election a the office of county clerk, subject to the action of the democratic primaries. He

platform is his record in the office.

The Post is authorized to announce Et
F. McGowen as a candidate for count
clerk, subject to the action of the demcratic primaries. FOR COUNTY ATTORNEY

The Post is authorized to announce F. Le Schwander as a candidate for County Atta-ney, subject to the action of the democrate primaries. FOR TAX COLLECTOR. The Post is authorized to announce Mr. George L. Glass, better known as George Palmer, as a candidate for State ast

Palmer, as a candidate for State and county iax collector, subject to the action of the democratic primaries. The Post is authorized to announce Hear M. Curlin as a campidate for tax collector of Harris county, subject to the action of the democratic primaries.

FOR DISTRICT JUDGE. Post is authorized to announce W.

H. Wilson as a candidate for re-election to the office of district judge of the Fifty-fifth judicial district, subject to the action of the democratic primaries. FOR SHERIFF.

The Post is authorized to announce Mr. George Ellis as a candidate for sheriff sub-ject to the action of the democratic prima-

I am a candidate for the office of sheriff at the election to be held November 8, 1898, and respectfully ask the vote and infivence of the citizens of Harris county.

The Post is authorized to announce Mr. Archie Anderson as a candidate for sheriff subject to the action of the democration FOR DISTRICT CLERK.

The Post is authorized to announce John R. Williams as a candidate for re-election to the office of District Clerk, subject to the action of the democratic primaries FOR COUNTY JUDGE.

By authority we announce E. H. Vasmir as a candidate for the office of county judge, subject to the democratic primaries.

The Post 13 authorized to announce 0. MODEL LAUNDRY, 1011 Prairie. W. Bocock as a candidate for county judge of Harris county, subject to the action of the democratic primaries.

The Post is authorized to announce Judge W. N. Shaw as a candidate for re-election for County Judge of Harris county, subject to the action of the demecratic primaries

FOR COUNTY TREASURER. The Post is authorized to announce John Farmer as a candidate for county treasurer, subject to the action of the dem-

The Post is authorized to announce the name of S. P. (Pat) Christian as a candidate for the office of County Treasurer, subject to the action of the democratic primaries. The Post is authorized to announce the

name of George T. Sanders as a candidate for the office of County Treasurer, sub-ject to the action of the democratic pri-The Pest is authorized to announce Mr. James Charlton as a candidate for county treasurer, subject to the action of the dem-

ocratic primaries FOR COUNTY SURVEYOR.

The Post is authorized to announce Mr. William Bradburn as a candidate for County Surveyor subject to the action of the Democratic primaries. The Post is authorized to announce A. B Langermann as a candidate for election to the office of County Surveyor of Harris

County, subject to the action of the Demo cratic primaries. FOR COUNTY COMMISSIONER.

The Post is authorized to announce Mr. John H. Lang as a candidate for county commissioner, precinct No. 1, subject to action of the democratic all day primaries. FOR JUSTICE OF THE PEACE.

The Post is authorized to announce W.-H. Lighthouse as a candidate for jus-tice of the peace, First preciact of Harris county, subject to the action of the dem-ocratic day primaries.

The Post is authorized to announce Walter Malsch as a candidate for justice of the peace. First precinct of Harris county, subject to the action of the democratic primaries.

Before making your arrangements for summer cooking, we wish to cell attention to the scenary of using Steve Gasoline, as compared with gas. Five gallons of Stove Gasoline is equivalent to the cubic feet of coal gas. Stove Gasoline is sold in this city, five gaillons for the cents. N. Gray as a candidate for election to the office of Justice of the Peace, First precise of Harris county, subject to the action of the democratic neighbors. The Post is authorized to announce the democratic primaries.

The Post is authorized to announce A. ! (Bud) Fitzgerald as a sandidate for the office of justice of the peace for pre-cinct No. 1, subject to the action of the democratic all day primaries.

COUNTY SUPERINTENDENT. The Post is hereby authorized to and nounce Professor J. R. Griffin as a candidate for County Superintendent of Schools subject to action of the democratic pro-

naries July 7.

The Post is authorized to announce L. A Dowdell as a candidate for election to to office of county superintendent of published to the action of the democratic primaries.

HIS BLACK AND DEWEY EYE

Made Spain's Queen Regent sigh, While his Sampson mouth so sad, Drove Sagasta almost mad.

And a sad and sickly smile Could be placed by General Miles

OPEN ALL NIGHT. 110 Main Street

...............................

of fastidious taste in dress, slways stirres
himself in the most irreproachable linen,
as the customs of goed society demand.
They have found our establishment to be
the Laundry par excellence. Our steam
cleaning and dyeing is as perfect as our

Double Daily Trains.

Short and Quick Line Between North and South Texas.

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AND DENISON.

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0

HR

C. W. BEIN.

A Schley nose upon that face Would not be out of place,